

AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

This Amendment to the Settlement Agreement and Release (“Amendment”) is made and entered into by the Parties on the date the last Party signs this Amendment.

WHEREAS, the Parties entered into the Settlement Agreement and Release (“Settlement Agreement”) in the case captioned *Angel Luis Rodriguez, Jr. v. National Credit Center, LLC*, No. A-23-869000-B, pending in the District Court of Clark County, Nevada (the “Litigation”), to resolve the Litigation as a class action settlement; and

WHEREAS, the Parties agree to amend the Settlement Agreement to correct the delivery date of Actual Damages Award payments to follow the Supplemental Funding Date, consistent with the Parties’ agreement to resolve the Litigation.

NOW, THEREFORE, it is hereby stipulated and agreed by the undersigned as follows.

1. For the purposes of this Amendment, including the recitals stated above, the terms have the same meaning as the terms defined in the Settlement Agreement.
2. The last paragraph of Section 5.2.4 of the Settlement Agreement is stricken and replaced with the following paragraph:

Actual Damages Award payments shall be sent by the Settlement Administrator no later than thirty (30) days following the Supplemental Funding Date and shall be combined with any amount due to the Claimant as part of the redistribution described in Section 5.2.6 below. Payment shall be issued in the same form as the Claimant’s Pro Rata Award. Settlement Class Members who receive paper checks shall have ninety (90) days after checks are mailed to negotiate their checks.

3. No other provision of the Settlement Agreement is modified by this Amendment.

4. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel may execute this Amendment in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic, and scanned signatures shall be considered as valid signatures as of the date signed. This Amendment shall not be deemed executed until signed by Plaintiff, Class Counsel, the representative of Defendant, and counsel for Defendant.

Plaintiff:

DocuSigned by:
Angel Rodriguez
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Angel Luis Rodriguez, Jr.

Date: 7/9/2024

Defendant:

DocuSigned by:
Brian Skutta
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National Credit Center, LLC

By: Brian Skutta, President

Date: 7/9/2024

Counsel for Plaintiff and Settlement Class:

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Date: 7/9/2024

Counsel for Defendant:

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Date: 7/9/2024